

## **DEPARTMENT OF ADMINISTRATIVE SERVICES**

### **INTERNAL POLICIES AND PROCEDURES**

**Subj:** EDUCATIONAL ASSISTANCE

**Date:** September 3, 2003

**Ref:** (a) Human Resource Management Rule (DHRM Rule) R477-10-5

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#### **Purpose:**

This policy provides information relative to educational assistance that may be offered to employees within the Department of Administrative Services. The department recognizes the value of educational experiences and encourages employees to continue career and personal development through education. To assist employee advancement through formal educational experience, the department offers an educational assistance program to qualified employees, in accordance with the provisions of the referenced DHRM Rule. This policy identifies qualification criteria as well as the extent of educational assistance that can be offered to qualified employees, and it limits the amount of educational assistance which can be granted in one fiscal year. Also identified are employee responsibilities associated with the use of this program and procedures for requesting educational assistance. Schedule AJ and AL employees are not eligible for educational benefits under this policy. Part-time employees are not eligible for educational assistance unless they are approved for benefits or they are approved on an exception basis by their division director.

#### **Policy:**

1. Requests for educational assistance shall be accomplished by employees completing and submitting the attached **Educational Assistance Contract** to the appropriate division director for approval, via their immediate supervisor. Approval from the division director must be received **PRIOR** to enrolling in a course or program for which reimbursement is sought. Employees must have been employed by the State of Utah for a minimum of six months before they are eligible for educational assistance.
2. To qualify for educational assistance, the employee's course or program must be shown to be of value in their current division, thereby beneficial to the Department of Administrative Services and the state. DAS does not reimburse for courses required to gain a degree but which don't meet this criteria. Each course will be reviewed individually and final decisions regarding the value to the division will be made by the division director.

3. Employees must successfully complete the course to be eligible for reimbursement. Successful completion is considered to be attainment of a grade of AC@ or above. In the case of Apass - fail@ courses, the employee must achieve a grade of Apass.@
4. Employees participating in an educational program for which educational assistance has been approved in accordance with the provisions of this policy, will receive reimbursement up to the cost of tuition and books for each course. The maximum assistance allowable in any one fiscal year shall not exceed \$3,000 per fiscal year unless approved by the Executive Director. Signed contracts for educational assistance in effect prior to September 3, 2003 will not be changed because of this policy.
5. Flex time may be granted to the employee if a class is taught only during times when the employee is scheduled to work. If allowed release time, that privilege may be used as the exclusive form of educational assistance or it may be used in combination with tuition reimbursement. Whenever possible, employees should attend classes during non-working hours.
6. Reimbursement requests must be turned in within 60 days of completion of the course. To receive reimbursement, employees must submit the following paperwork to their division payroll technician.
  - a. A completed Educational Assistance Contract including all signatures;
  - b. An official receipt showing that the tuition for the course was paid for by the employee;
  - c. An official receipt showing that books for the course were paid for by the employee;
  - d. A report card or transcript of grades showing that the employee successfully passed the course with a grade of AC@ or better.
7. Employees who are required by agency management to participate in an educational program will be reimbursed the full amount of program, including tuition, books and other fees directly associated with and required by the program. Employees will be released from work to attend required training.
8. Employees who voluntarily terminate from state employment within 12 months of accepting reimbursement for educational assistance, shall reimburse the state the amount of money received in educational assistance for courses not required by the employer that were taken within the 12 month period prior to employee's voluntary termination. Employees transferring to other state agencies are not required to reimburse educational assistance benefits. Employees must be employed by the department at the time they successfully complete the course to be eligible for reimbursement.
9. Reimbursement will be made only for that portion of tuition that is not reimbursed by other sources

e.g. scholarships, grants, faculty reductions, grants in aid, GI Bill, etc.

10. Employees will be responsible for payment of all state and/or federal taxes that may result from receiving this benefit. Taxes may be withheld from reimbursements.

11. Division directors shall ensure that all completed courses and a record of educational assistance provided is maintained in the employees personnel file.

12. Educational assistance is granted at the discretion of Division and Department management. It is not an employee right.

## EDUCATIONAL ASSISTANCE CONTRACT

A **CONTRACT** made and entered into between \_\_\_\_\_ hereinafter referred  
to as AGENCY, and \_\_\_\_\_, hereinafter called STUDENT/EMPLOYEE.  

Division  
Employee Name

Whereas, the STUDENT/EMPLOYEE requests assistance from the AGENCY education assistance program, the STUDENT/EMPLOYEE and the AGENCY agree that the AGENCY will pay education tuition and book costs as described in paragraph 3a below for the following course(s):

Course Title/Number	School	Semester/Quarter	Total Cost

Now therefore, it is agreed by and on behalf of the parties hereto as follows:

1. All covenants and agreements herein contained shall be binding upon all parties hereto.
2. This contract may be terminated by either party by submitting a termination request in writing. Termination requests will not be entertained after reimbursement has been made for the above identified courses.
3. The AGENCY certifies that:
  - a. It will pay the STUDENT/EMPLOYEE \$\_\_\_\_\_, which is \_\_\_\_\_% of the tuition and book costs for the above identified and agreed upon course(s). No payment will be made without an official receipt for the expenses for which reimbursement is being sought and documented proof of passing grades as defined in department policy.
  - b. The above identified and agreed upon course(s) will result in benefit to the employee and the division.
  - c. The education assistance to be authorized for the above identified and agreed upon course(s) for this STUDENT/EMPLOYEE has not exceeded the parameters established by DHRM

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4. The STUDENT/EMPLOYEE, by signing this contract, agrees to the following:

a. The STUDENT/EMPLOYEE will make every effort toward successful completion of the course(s) identified and agreed to above.

b. The STUDENT/EMPLOYEE will remain in the employment of the state for at least 12 months following completion of the above course(s) or refund the amount contributed by the state. The State of Utah will take action to recover any amount owed to the state.

c. The STUDENT/EMPLOYEE acknowledges responsibility for payment of any taxes assessed for educational assistance that is considered a taxable benefit.

**IN WITNESS WHEREOF**, the AGENCY and the STUDENT/EMPLOYEE have caused these presents to be signed by their proper officials thereunto duly authorized.

\_\_\_\_\_  
STUDENT/EMPLOYEE

\_\_\_\_\_  
Date

\_\_\_\_\_  
IMMEDIATE SUPERVISOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
AGENCY DIRECTOR

\_\_\_\_\_  
Date